

Definitions:

- **'we', 'us', 'our'** – the Trustees of the National Heritage Memorial Fund (who administer the Heritage Lottery Fund).
 - **'you', 'your'** – the organisation(s) awarded the Grant as set out in the Grant Notification Letter.
 - **Application** – any documents or information you send us to support your request for a grant.
 - **Grant** – the amount set out in the Grant Notification Letter.
 - **Grant Expiry Date** – the date by which you must complete the Project as set out in the Grant Notification Letter.
 - **Grant Notification Letter** – our letter confirming our Grant award to you.
 - **'Managing your grant'** – the documents we publish from time to time to guide you and regulate the Project, insurance, publicity, how we pay the Grant, how we recover the Grant, Project monitoring and changes to the Grant.
 - **Project** – the purposes we have approved as set out in your Application (taking account of any changes we and you have agreed in writing up to the date of our decision to award you the Grant and any changes that we tell you about in the Grant Notification Letter. These purposes include you getting and using partnership funding as set out in your Application.
 - **Property** – any assets such as buildings, land, equipment, vehicles, documents or other assets such as intellectual property rights that you buy create, restore, conserve or otherwise fund with the Grant
- 1 You must only use the Grant and the Property (if any) for the Project. Changes to the Project may be agreed in further correspondence with us. You cannot transfer the Grant.
 - 2 You must not start or make any changes to the Project without our written permission.
 - 3 As well as these terms of grant, you must follow the conditions (if any) set out in the Grant Notification Letter and meet the conditions and requirements set out in 'Managing your grant'.
 - 4 You must carry out the Project in line with current best practice and to a standard appropriate to a project that is important to the national heritage.
 - 5 You must complete the Project by the Grant Expiry Date.
 - 6 You must give us any progress reports and financial or other information and records we ask for relating to the Grant or the Project.

- 7 You must allow us, (or anyone we authorise) access to all relevant Property (if any) and information. This is so that we can monitor the Project. You must also take into account any recommendations we (or anyone we authorise) make in relation to the Project.
- 8 You must monitor the success of the Project and give us a completion and evaluation report at the end of it. This report must satisfy us that the Project has been completed successfully and in accordance with these terms of grant and the conditions and requirements set out in 'Managing your grant'. We will not pay you the final instalment of the Grant until we have approved your completion and evaluation report.
- 9 Unless we agree otherwise in writing, you must advertise (outside your organisation) all new jobs and tender any goods, services and works paid for by the Grant in line with the requirements set out in 'Managing your grant'.
- 10 Once we have announced the Grant, you must acknowledge the Grant publicly in line with the requirements set out in 'Managing your grant' and our 'How to acknowledge your grant' booklet. If asked, you must also provide us with photographs or transparencies or high resolution digital images in electronic format of your Project and meet any other acknowledgement or publicity requirements we may tell you about.
- 11 You must get any necessary permission for us or you to use any photographs, transparencies and digital images we ask you for before you send them to us or before you use them.
- 12 You must continue to own the Property (if any) and keep exclusive control over what happens to it. You must not sell, let or otherwise dispose of the Property or any part of it or interest in it without getting our permission first. We may add certain conditions if we give approval. If you do dispose of the Property you must receive the full market value for it.
- 13 Unless we agree otherwise, you must pay us immediately a share of the (after-tax) proceeds from selling or disposing of the Property (or any part of it or interest in it). We will work out the share in line with the guidelines set out in 'Managing your grant'.
- 14 You must maintain the Property in good repair and condition. If necessary, you must also keep it in an appropriate and secure environment.
- 15 You must insure the Property to the standard set out in (and use any proceeds of the insurance in line with) 'Managing your grant'.
- 16 You must allow the public reasonable and appropriate access to the Property.
- 17 Up to the Grant Expiry Date we will pay the Grant or any part of it to you in line with these terms of grant and the procedures and terms set out in 'Managing your grant'. However, this only applies as long as:
 - the National Lottery continues to operate under the National Lottery etc. Act 1993 (as amended from time to time);
 - the National Lottery provides us with enough funds;
 - we are satisfied that the Project is being, and will continue to be or has been, fulfilled in line with these terms of grant; and
 - you are spending the Grant in proportion to any other funds you receive from other sources for the Project as set out in your Application.

- 18 If you complete the Project without spending the full amount of the Grant, you must return the unspent amount to us immediately. We will not increase the Grant as the result of an overspend or otherwise.
- 19 We will stop paying the Grant and you must repay what you have received if:
- you do not use the Grant for the Project or change the Project without getting our permission beforehand;
 - you fail to keep to any of these terms of grant;
 - you change your status, close down, are declared bankrupt or go into receivership or liquidation;
 - you have, in our opinion, given us fraudulent, incorrect or misleading information;
 - you are negligent or fraudulent in relation to the Project; or
 - any competent authority has directed you to repay the Grant.
- 20 We may decide not to ask you to repay the Grant (or any part of it as we think fit) for the reasons set out in 'Managing your grant', but it is for us to decide whether one of those reasons applies or not.
- 21 If you sell or dispose of the Property (or any part of it or interest in it) without our permission, we may recover from you the share due to us under paragraph 13, instead of (but never as well as) the amount you would repay under paragraph 19.
- 22 If there is more than one of you, any liability under these terms of grant will apply to you all together and separately.
- 23 These terms of grant will apply for 10 years (or 80 years if the Grant is for buying buildings land or heritage items) from the date of the Grant Notification Letter.